



EMPYREAN Courtyard II

Ref. No. _____

Guj RERA No: _____

Dated: _____

To,

_____ (Name of the Allottee)

_____ (Address)

Dear Sir/Madam,

Sub: Booking/Allotment of Flat / Shop No. ____ in the scheme _____ situated on Non-Agricultural land admeasuring about 3703.20 sq. mts. Out of the total land bearing Block No. 308/1 of Combine Survey No. 395+400, Admeasuring in aggregate to 3703.20 sq. mtrs. situated within the limits of the Village: KALALI Taluka VADODARA District VADODARA in the Registration District Vadodara and Sub District: VADODARA (Akota)

1. We are pleased to inform you that upon considering your application and subject to the terms & conditions appearing hereinafter, **ARIES REALTY** (hereinafter referred to as "the Promoter") has provisionally allotted **Flat / Shop** ____ to you. The Carpet Area of said Flat / Shop allotted to you, is approximately ____ Sq. Mtrs. (That is: having Built-up Area ____ Sq. Ft. as per approved plans) with ____ Sq. Mtrs. of Balcony and ____ Sq. Mtrs. of Terrace. **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land. **The area of undivided land share will be transferred to the respective occupants as and when decided by government in future.** The sale consideration payable for the said Flat/Shop is Rs. _____/- (**Rupees** _____ **Only**). This allotment shall be



subject to payment of other charges to be paid by you for acquiring the said Flat as appearing hereinafter.

Four Sides of Flat/Shop allotted is as under:-

- (a) **East:**
- (b) **West:**
- (c) **North:**
- (d) **South:**

2. The amount paid along with the Application Form shall be treated as your Earnest Money towards acquisition of the said Flat and you shall pay the balance of the Sale Consideration in accordance with the Payment Plan annexed hereto as **Annexure 'A'**. The other charges that are payable by you at the time of execution of Sale Deed towards acquisition of the said Flat over and above the Sale Consideration are annexed hereto as **Annexure 'B'** and the same are acceptable to you. In the event of you failing to pay the balance consideration and the other charges in time or if there is any delay on your part in making payment of any installment and/or other charges, in accordance with the Payment Plan, you shall be charged interest @ ____% per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon which is duly acknowledged by you.
3. Please note that if any of the cheques or other instruments of payment issued by you are dishonored caused any reason whatsoever, then the Developer shall be fully entitled, at its sole discretion, to levy penal interest calculated @ ____% per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon and including any other charges/interest that may be charged by the Bank, if any, in case of cancellation of the booking amount of 10% would be charged as the "**Booking cancellation amount**".

On or Before Date	Amount to be paid (Rs.)
TOTAL Rs.	

ANNEXURE – B

OTHER CHARGES TO BE PAID

Details of charges	Amount to be paid (Rs.)
TOTAL Rs.	

ANNEXURE - C

TERMS AND CONDITIONS OF ALLOTMENT

- (e) The Sale Consideration of the Said Flat / Shop is Rs. _____ (**Rupees** _____ **only**). As on the date hereof the Purchaser has paid a sum of Rs. _____ (**Rupees** _____ **only**) as an Initial Payment (hereinafter referred to as “**Earnest Money**”) and being Part Payment out of Total Sale Consideration of said Flat. The Purchaser hereby agrees to pay to the Developer/Owner the Balance Payment/Amount of the Sale Consideration of Rs. _____ (**Rupees** _____ **Only**) (hereinafter referred to as the “**Balance Sale Consideration**”) for the purchase of the Said Flat in the manner set out in the **Annexure–A** mentioned hereinabove;
- (f) Unless otherwise mutually agreed by the parties, only upon the payment of the Balance Sale Consideration and other charges the execution/registration of the Sale Deed in favour of the Purchaser with respect to the said Flat (“**Sale Deed**”) shall be executed by the developer. Registered agreement for sale is to be executed along with the allotment letter.

- (g) The Purchaser shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of “_____” payable at Vadodara. The other payments with regard to amount towards Security Deposit, advance running maintenance, share contribution, legal charges, society admission fee, maintenance deposit, proportionate share of taxes, electricity charges, Municipal Corporation Charges, statutory dues etc as provided in **Annexure-B** hereunder shall be payable by the Purchaser separately by Account Payee Cheques and/or Demand Drafts and/or Pay Orders (including remittances from abroad) in favour of “_____” payable at _____. The amounts mentioned in the Annexure – B hereto is indicative.
- (h) The terms and conditions mentioned herein shall stand merged into Sale Deed executed by the Developer as regards the said Flat;
- (i) The Purchaser shall pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of the Sale Deed whenever the same is executed;
- (j) The Purchaser shall bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and Services Tax, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Developer including but not restricted to applicable taxes on sale of the Flat by the Developer or on account of change of user of the said Flat of the Purchaser;
- (k) The Purchaser shall not have any right to transfer, assign or part with Purchaser's interest or benefits of the said Flat;
- (l) Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said Flat and the Developer shall be at liberty to dispose off and sell the said Flat to such person and at such price as the Developer may in its absolute discretion think fit.

(m)“Exclusive Areas” shall mean and include exclusive balcony appurtenant to the said Unit for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottees and “Car park : _____ stilt / _____ basement parking space(s) situated in the basement/ stilt (“Car Park(s)”)

(Description of the said land)

Situated on the Plot bearing C.N. No/CTS No./Survey no. 395+400 of Combine Block No. 308/1 demarcated by its boundaries (Latitude - 22.257474 and longitude - 73.155914) North 22.258140, 73.155996, on East 22.257322, 73.156126, on South 22.257046, 73.155758 & on West 22.257657, 73.155656 of Division KALALI Village KALALI Taluka VADODARA District VADODARA PIN 390012 admeasuring 3703.20 sq.mts. Area being developed by ARIES REALTY.

- (n) **East:**
- (o) **West:**
- (p) **North:**
- (q) **South:**